

Terms and Conditions of the Elastoplast Win a \$100 Red Balloon Voucher Instagram Promotion
(Terms and Conditions)

1. Information on how to enter the Elastoplast Win a \$100 Red Balloon Voucher and prizes form part of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other published materials, these Terms and Conditions will prevail. By participating in this Promotion you accept these Terms and Conditions. Entries not made in accordance with these Terms and Conditions will be disqualified.
2. The promoter is Beiersdorf Health Care Australia Pty Ltd, ABN 96 620 983 020, 4 Khartoum Road, North Ryde NSW 2113 (**BHC**), telephone +61 2 9888 0908 (**Promoter**).
3. This Promotion is open to Australian residents only aged 13 or over who have an active Instagram account that is not private and who participate in a participating 'Color Run'TM event (**Entrant**). 'Color Run'TM events in Australia in 2019 are organised by The Color Run Australia (each a **Color Run Event**). Entrants under the age of 18 may only enter with the consent of their parent or their legal guardian and acknowledge that the prize will be registered in the name of that parent or legal guardian. Employees or directors of the Promoter and the Promoter's agencies associated with this Promotion and their immediate families are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. The Promotion commences at 6:00am local time on the day of each Color Run Event and entries close at 11:00pm local time two (2) days after each Color Run Event (each a **Promotion Period**). A full list of participating Color Run Events and dates is available at: <https://thecolorrun.com.au/#events>
5. This Promotion is a game of skill and chance plays no part in determining the Winners (as defined in clause 11). Each entry will be judged individually based on relevance, creativity and originality.
6. To enter, Entrants must, during the Promotion Period:
 - (a) take an original and creative photograph at the Elastoplast Red Zone (**Photograph**);
 - (b) upload their Photograph via Instagram (**Website**) during the Promotional Period;
 - (c) ensure the uploaded Photograph contains the hashtag '#ElastoplastBeHappy' (**Post**); and
 - (d) ensure the Instagram account follows "@ElastoplastANZ" handle.
7. The Promoter will only accept one entry per person at each Color Run Event.
8. The Promoter will not consider entries not completed in accordance with these Terms and Conditions or received after the Promotion Period has ended. Incomplete or incomprehensible entries will be disregarded. The Promoter accepts no responsibility for late, lost or misdirected entries.
9. The prize (**Prize**) is one (1) Red Balloon voucher valued at \$100.00 valid for twelve (12) months from date of issue. The total prize pool value at each Color Run Event is \$100.00.
10. Prizes are not transferable or exchangeable and cannot be taken as cash. Where a Prize (or part of a Prize) is unavailable for any reason, the Promoter reserves the right to substitute that Prize (or part of that Prize) with another prize of equal value or specification, subject to any necessary approval of the relevant gaming authorities. Winners will be notified accordingly. The Promoter will not be liable for any changes to the value or make up of products offered as a prize.
11. Judges will assess the entries and the winner will be the Entrant who submitted a Photograph from a Color Run Event judged the most relevant, creative and original (**Winner**). Judges may select additional back-up winners judged the next most relevant, creative and original, and, record them in this order in case a Prize is unclaimed or in the event of an invalid entry or ineligible Entrant (**Reserve**

List). If the Winner is under the age of 18, the Prize will be awarded to the Winner's nominated parent or guardian.

12. The Judges' decision is final. The Promoter will not enter into any correspondence with any Entrant other than the Winner in relation to this Promotion or the Prize.
13. Judging will take place at 11:00am AEST three (3) days after each Color Run Event at Beiersdorf Health Care Australia Pty Ltd, 4 Khartoum Road, North Ryde, NSW 2113 (**Judging**).
14. The Winner will be notified by Instagram direct message on the day of judging (**Notification**). The Winner must then acknowledge the direct message and collect the Prize as instructed within two (2) weeks in order to claim the Prize (**Acceptance**). Failure to complete Acceptance in accordance with this clause 14 means the Prize is considered unclaimed and clause 16 will apply.
15. The Winner will also be notified via an image posted on the Elastoplast Instagram. The name, Photograph and Instagram handle of the Winner of each Color Run Event may be published on the Promoter's Instagram and Facebook pages, and any other promotional material the Promoter deems relevant. Entrants consent to their details and images being published in these circumstances.
16. If a prize is unclaimed, a new Winner will be selected from the next best entry from the Reserve List. The Winner of an unclaimed Prize will be notified in accordance with clause 14.
17. If for any reason a Winner does not take a Prize (or part of a Prize) as stipulated by the Promoter, the Winner will forfeit that Prize (or part of a Prize) and cash will not be awarded in lieu of that Prize (or part of a Prize).
18. The Winner should allow 28 days for the Prize delivery. Prizes will be sent by either mail or e-mail to the address the Winner provided in his/her entry.
19. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
20. All ancillary costs or requirements associated with the Prize are the Winner's sole responsibility.
21. The Promoter accepts no responsibility for any tax implications that may arise from the Prize. Winners should seek independent financial advice in relation to any tax payable in relation to the Prize.
22. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
 - (a) fails to establish his/her entitlement to enter this Promotion to the satisfaction of the Promoter;
 - (b) tampers with the entry process or benefits from such tampering; or
 - (c) submits an entry that is not in accordance with these Terms and Conditions.

The Promoter also reserves the right, at any time, to verify the validity of entries and Entrants' details (including an Entrant's identity, age and address). The Promoter may accept errors and omissions at its discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

23. If there is a dispute as to an Entrant's identity, the Promoter reserves the right, at its sole discretion, to determine the Entrant's identity.
24. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *ASIC Act 2001* or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective

officers, employees and agents) excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or in relation to this Promotion.

25. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible, and excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or in relation to: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the Promoter's reasonable control; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant or Winner; or (f) use of the Prize.
26. The Website may not be available for access from time to time during the Promotion Period. All access to, and use of, the Website is at the individual's risk. Any contact details provided incorrectly via the Website will result in the relevant entry being invalid.

To the fullest extent permitted by law, the Promoter and Instagram exclude liability for any problems or technical malfunction of any communication network or lines, computer on-line systems, servers, or providers, computer equipment, software, or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to Entrants' or any other person's computer or other device related to or resulting from participating in this Promotion, or downloading from, or uploading any materials to, the Website in relation to this Promotion.

27. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
28. In consideration of their participation in this Promotion, Entrants grant the Promoter, its affiliates and licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to reproduce, publish, communicate, modify and adapt their entry including their Photograph for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to their entry and warrant that they have the full authority to grant these rights.
29. Each Entrant agrees that he/she is fully responsible for his/her entry. To the full extent permitted by law, the Promoter excludes any liability in relation to entries submitted under this Promotion. The Promoter may remove any entry without notice for any reason whatsoever.

Entrants warrant and agree that:

- (a) they will not submit any entry that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) they will obtain full prior consent to the uses contemplated in these Terms and Conditions from any person who has jointly created or has any rights in the entry;
- (c) their entry does not contain viruses or cause injury or harm to any person or entity;
- (d) any person whose personal information, including any image included in a photograph or visual recording included in their entry is a person with whom the Entrant has a direct family or friendship relationship, and has consented to the use of his/her image and/or information for and in connection with this Promotion. If the person is under 18 years of age, the person's parent or legal guardian has provided that consent; and

- (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other term in these Terms and Conditions, Entrant agrees to indemnify and keep indemnified the Promoter for any breach of the terms above.

- 30. The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. It is a condition of entry that Entrants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If an Entrant does not provide the information and consent required, that Entrant's entry will be invalid. The Promoter may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. An Entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter. Entrants should direct any request to access, update or correct information by writing to the Privacy Officer at the Promoter's address set out in clause 2.

The Promoter will collect and store all personal information in accordance with all applicable Australian laws as well as its privacy policy, available at <https://www.elastoplast.com.au/pages/privacy-policy>.

- 31. Entrants consent to the Promoter using their name, likeness, image and voice (including photograph, film and recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 32. If for any reason this Promotion cannot run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the Promoter's control corrupting or affecting the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter can, at its sole discretion, take any action that may be available, and cancel, terminate, modify or suspend this Promotion, subject to any applicable State and Federal laws and regulations.
- 33. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
- 34. Any costs associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used.
- 35. Entrants acknowledge that the Instagram Terms and Policies, including Instagram's privacy policy (<https://help.instagram.com/155833707900388>) apply in relation to their access to, and use of, the Website. Entry and continued participation in this Promotion is dependent on Entrants following and acting in accordance with the Instagram's requirements and terms which can be viewed at: <http://instagram.com/about/legal/terms/>.
- 36. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants:
 - (a) understand that they are providing their information to the Promoter, its affiliates and agencies associated with this Promotion, and not to Instagram; and
 - (b) release Instagram from any liability arising out of or in relation to this Promotion.

Instagram will not enter into any correspondence with Entrants regarding this Promotion.

37. Each Entrant releases Instagram from all liabilities arising out of or in connection with its entry into the Promotion.